

## INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 2008, by and between the City of Frisco, Texas, hereinafter "City" and Theresa Jo Reveal Shipman (Tracie) hereinafter "Independent Contractor".

WHEREAS, City issued Competitive Sealed Bid No. 0808-071 seeking competitive sealed bids for retaining the Heritage Center Facility Event Coordinator, which is attached hereto as Exhibit "A" and incorporated in its entirety by reference for all purposes (collectively the "Bid Request."); and

WHEREAS, Independent Contractor timely submitted a sealed bid to provide Heritage Center Facility Event Coordinator services in response to the Bid Request, which is attached hereto as Exhibit "B" and incorporated herein in its entirety by reference for all purposes (the "Proposal") and;

WHEREAS, City has selected Independent Contractor to serve as the Heritage Center Facility Event Coordinator and to provide those services sought in the Bid Request; and

NOW, THEREFORE, in consideration of the following mutual agreements and covenants, it is understood and agreed by and between the parties hereto as follows:

1. Independent Contractor's Duties. The City hereby retains Independent Contractor to provide such services as listed and described in the Agreement Documents. Independent Contractor is and shall at all times and for all purposes be deemed to be an Independent Contractor and shall be wholly responsible for the manner in which he/she performs the services required of him/her by the terms of this Agreement. Nothing herein shall be construed as creating the relationship of employer and employee, or principal and agent, between the City and Independent Contractor or any of Independent Contractor's agents or employees. Independent Contractor assumes exclusively the responsibility for the acts of his/her employees and agents as they relate to the services provided during the course and scope of their employment. Independent Contractor, his/her agents and employees shall not be entitled to any rights or privileges of the City's employees and shall not be considered in any manner to be City employees, and no tax withholdings shall be made from compensation. Independent Contractor represents that he/she has the proper training and qualifications to perform the services set forth below and that he/she shall only use persons authorized to lawfully work in the United States in performing any services hereunder.
2. Term. This Agreement shall commence upon its execution by both the City and the Independent Contractor and continue until terminated in accordance with this paragraph. Either party may terminate this Agreement by giving thirty (30) days written notice to the other. At the expiration of thirty (30) days from receipt of the other party's written notice of termination, this Agreement will be null and void.

3. Agreement Documents. The "Agreement Documents", as that term is used herein, shall include the following documents, and this Agreement does hereby expressly incorporate same herein as if fully set forth verbatim in the Agreement:

- A. This Agreement;
- B. The Bid Request attached hereto as Exhibit "A";
- C. The Proposal attached hereto as Exhibit "B"; and
- D. The List of Duties attached hereto as Exhibit "C".

To the extent that these Agreement Documents conflict, the provisions of this Agreement, then the List of Duties, then the Proposal, and then the Bid Request shall prevail in that order. Effort shall be taken, however, to read the Agreement Documents in harmony with one another.

4. Compensation. The City shall pay Independent Contractor in accordance with the Contractor Rates listed in the Proposal. Independent Contractor shall send an invoice to the City on the first of each month, specifying the amount owed to Independent Contractor for the preceding month. City shall remit payment to Independent Contractor within thirty (30) business days of receipt of such invoice.

5. **Indemnity.** INDEPENDENT CONTRACTOR SHALL RELEASE, DEFEND, INDEMNIFY AND HOLD HARMLESS CITY AND ITS CITY COUNCIL MEMBERS, OFFICERS, AGENTS, REPRESENTATIVES AND EMPLOYEES FROM AND AGAINST ALL DAMAGES, INJURIES (INCLUDING DEATH), CLAIMS, PROPERTY DAMAGES (INCLUDING LOSS OF USE), LOSSES, DEMANDS, SUITS, JUDGMENTS AND COSTS, INCLUDING REASONABLE ATTORNEY'S FEES AND EXPENSES (INCLUDING ATTORNEYS' FEES AND EXPENSES INCURRED IN ENFORCING THIS INDEMNITY), CAUSED BY THE NEGLIGENT, GROSSLY NEGLIGENT, AND/OR INTENTIONAL ACT AND/OR OMISSION OF INDEPENDENT CONTRACTOR, ITS OFFICERS, AGENTS, REPRESENTATIVES, EMPLOYEES, SUBCONTRACTORS, LICENSEES, INVITEES OR ANY OTHER THIRD PARTIES FROM WHOM INDEPENDENT CONTRACTOR IS LEGALLY RESPONSIBLE, IN ITS/THEIR PERFORMANCE OF THIS AGREEMENT AND/OR ARISING OUT OF GOODS AND/OR SERVICES PROVIDED BY INDEPENDENT CONTRACTOR PURSUANT TO THIS AGREEMENT, REGARDLESS OF THE JOINT OR CONCURRENT NEGLIGENCE OR STRICT LIABILITY OF THE CITY (HEREINAFTER "CLAIMS"). THIS INDEMNIFICATION PROVISION AND THE USE OF THE TERM "CLAIMS" IS ALSO SPECIFICALLY INTENDED TO APPLY TO, BUT NOT LIMITED TO, ANY AND ALL CLAIMS, WHETHER CIVIL OR CRIMINAL, BROUGHT AGAINST CITY BY ANY GOVERNMENT AUTHORITY OR AGENCY RELATED TO ANY PERSON PROVIDING SERVICES UNDER THIS AGREEMENT THAT ARE BASED ON ANY FEDERAL IMMIGRATION LAW AND ANY AND ALL CLAIMS, DEMANDS, DAMAGES, ACTIONS AND CAUSES OF ACTION OF EVERY KIND AND NATURE, KNOWN AND UNKNOWN, EXISTING OR CLAIMED TO EXIST, RELATING TO OR ARISING OUT OF ANY EMPLOYMENT RELATIONSHIP BETWEEN INDEPENDENT CONTRACTOR AND ITS EMPLOYEES OR SUBCONTRACTORS AS A RESULT OF THAT SUBCONTRACTOR'S OR EMPLOYEE'S EMPLOYMENT AND/OR SEPARATION FROM EMPLOYMENT WITH THE INDEPENDENT CONTRACTOR, INCLUDING BUT NOT LIMITED TO ANY DISCRIMINATION CLAIM BASED ON SEX, SEXUAL ORIENTATION OR PREFERENCE, RACE, RELIGION, COLOR, NATIONAL ORIGIN, AGE OR DISABILITY UNDER FEDERAL, STATE OR LOCAL LAW, RULE OR REGULATION, AND/OR ANY CLAIM FOR WRONGFUL TERMINATION, BACK PAY, FUTURE WAGE LOSS, OVERTIME PAY, EMPLOYEE BENEFITS, INJURY SUBJECT TO RELIEF UNDER THE WORKERS' COMPENSATION ACT OR WOULD BE SUBJECT TO RELIEF UNDER ANY POLICY FOR WORKERS COMPENSATION

INSURANCE, AND ANY OTHER CLAIM, WHETHER IN TORT, CONTRACT OR OTHERWISE. INDEPENDENT CONTRACTOR IS EXPRESSLY REQUIRED TO DEFEND CITY AGAINST ALL SUCH CLAIMS; PROVIDED, HOWEVER, IF A COURT OF COMPETENT JURISDICTION DETERMINES THAT THE CITY (WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY) HAS JOINT, CONCURRENT OR SOLE NEGLIGENCE FOR THE CLAIMS, IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, THEN INDEPENDENT CONTRACTOR IS NOT REQUIRED TO INDEMNIFY THE CITY TO THE EXTENT OF THE NEGLIGENCE APPORTIONED TO THE CITY.

IN ITS SOLE DISCRETION, CITY SHALL HAVE THE RIGHT TO APPROVE OR SELECT DEFENSE COUNSEL TO BE RETAINED BY INDEPENDENT CONTRACTOR IN FULFILLING ITS OBLIGATION HEREUNDER TO DEFEND AND INDEMNIFY CITY, UNLESS SUCH RIGHT IS EXPRESSLY WAIVED BY CITY IN WRITING. CITY RESERVES THE RIGHT TO PROVIDE A PORTION OR ALL OF ITS OWN DEFENSE; HOWEVER, CITY IS UNDER NO OBLIGATION TO DO SO. ANY SUCH ACTION BY CITY IS NOT TO BE CONSTRUED AS A WAIVER OF INDEPENDENT CONTRACTOR'S OBLIGATION TO DEFEND CITY OR AS A WAIVER OF INDEPENDENT CONTRACTOR'S OBLIGATION TO INDEMNIFY CITY PURSUANT TO THIS AGREEMENT. INDEPENDENT CONTRACTOR SHALL RETAIN CITY-APPROVED DEFENSE COUNSEL WITHIN SEVEN (7) BUSINESS DAYS OF CITY'S WRITTEN NOTICE THAT CITY IS INVOKING ITS RIGHT TO INDEMNIFICATION UNDER THIS AGREEMENT. IF INDEPENDENT CONTRACTOR FAILS TO RETAIN COUNSEL WITHIN SUCH TIME PERIOD, CITY SHALL HAVE THE RIGHT TO RETAIN DEFENSE COUNSEL ON ITS OWN BEHALF, AND INDEPENDENT CONTRACTOR SHALL BE LIABLE FOR ALL COSTS INCURRED BY CITY. THE RIGHTS AND OBLIGATIONS CREATED BY THIS PARAGRAPH SHALL SURVIVE TERMINATION OF THIS AGREEMENT.

6. Notice. Any notice provided or permitted to be given under this Agreement must be in writing and may be served by depositing same in the United States mail, addressed to the party to be notified, postage pre-paid and registered or certified with return receipt requested, or be delivering the same in person to such party via a hand-delivery service, Federal Express, or any courier service that provides a return receipt showing the date of actual delivery of same to the addressee thereof. Notice given in accordance herewith shall be effective upon receipt at the address of the addressee. For purposes of notification the addresses of the parties shall be as follows:

If to Contractor, to: Theresa Jo Reveal Shipman  
10141 Calvery Court  
Frisco, Texas 75035

If to City, to: City of Frisco  
Attn: City Manager  
6891 Main Street  
Frisco, Texas 75034

7. Full Intentions of Parties. This Agreement represents the full intentions of the parties and shall be interpreted according to the laws of the State of Texas.
8. Sovereign Immunity. The parties agree that the City has not waived its sovereign immunity by entering into and performing its obligations under this Agreement.

9. Miscellaneous.

- A. **Complete Agreement** – Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the matters contained herein. All provisions of the Agreement Documents shall be strictly complied with and conformed to by the Independent Contractor and no amendment to the Agreement Documents shall be made except upon the written agreement of the parties, which shall not be construed to release either party from any obligation of the Agreement Documents except as specifically provided for in such amendment.
- B. **Assignment and Subletting** – The Independent Contractor agrees that neither this Agreement nor the work to be performed hereunder will be assigned or sublet without the prior written consent of the City. The Independent Contractor further agrees that the assignment or subletting of any portion or feature of the work or materials required in the performance of this Agreement shall not relieve the Independent Contractor of its full obligations to the City as provided by this Agreement. All such approved work performed by assignment or subletting shall be billed through Independent Contractor, and there shall be no third party billing.
- C. **Successors and Assigns** – City and Independent Contractor, and their partners, assigns, successors, subcontractors, executors, officers, agents, employees, representatives, and administrators are hereby bound to the terms and conditions of this Agreement.
- D. **Execution/Consideration** – This Agreement is executed by the parties hereto without coercion or duress for any substantial consideration, the sufficiency of which is forever confessed.
- E. **Waiver** – Waiver by either party of any breach of this Agreement, or the failure of either party to enforce any of the provisions of this Agreement, at any time, shall not in any way affect, limit, or waive such party's right thereafter to enforce and compel strict compliance.
- F. **Headings** – The headings of the various sections of this Agreement are included solely for convenience of reference and are not to be full or accurate descriptions of the content thereof.
- G. **Multiple Counterparts** – This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.
- H. **Additional Representations** – Each signatory represents this Agreement has been read by the party for which this Agreement is executed and that such party has had the opportunity to confer with its counsel.
- I. **Miscellaneous Drafting Provisions** – This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be

construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply.

- J. **No Third Party Beneficiaries** - Nothing in this Agreement shall be construed to create any right in any third party not a signatory to this Agreement, and the parties do not intend to create any third party beneficiaries by entering into this Agreement.
- K. **Indemnity** – The parties agree that the Indemnity provision set forth in Paragraph 5 above is conspicuous and the parties have read and understood the same.
- L. **Venue**. This Agreement shall be construed in accordance with the laws of the State of Texas and shall be performable in Collin County, Texas.
- M. **Savings/Severability**. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein
- N. **Consideration**. This Agreement is executed by the parties hereto without coercion or duress and for substantial consideration, the sufficiency of which is forever confessed.
- O. **Counterparts**. This Agreement may be executed in a number of identical counterparts, each of which shall be deemed an original for all purposes.
- P. **Authority to Execute**. The individuals executing this Agreement on behalf of the respective parties below represent to each other and to others that all appropriate and necessary action has been taken to authorize the individual who is executing this Agreement to do so for and on behalf of the party for which his or her signature appears, that there are no other parties or entities required to execute this Agreement in order for the same to be an authorized and binding agreement on the party for whom the individual is signing this Agreement and that each individual affixing his or her signature hereto is authorized to do so, and such authorization is valid and effective on the date hereof.
- Q. **Representations**. Each signatory represents this Agreement has been read by the party for which this Agreement is executed and that such party has had an opportunity to confer with its counsel.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day and year first written above.

**INDEPENDENT CONTRACTOR**

BY

Theresa Jo Reveal Shipman (Tracie)

**CITY OF FRISCO, TEXAS**

BY

George Purefoy  
City Manager

ATTEST:

RON PATTERSON, Interim City Secretary

APPROVED AS TO FORM:

Claire Swann, CITY ATTORNEY  
Abernathy, Roeder, Boyd & Joplin P.C.

## ACKNOWLEDGMENTS

STATE OF TEXAS       §  
                                  §  
COUNTY OF \_\_\_\_\_ §

BEFORE ME, the undersigned authority, on this day personally appeared Theresa Jo Reveal Shipman (Tracie) known to me to be one of the persons who names are subscribed to the foregoing instrument; she acknowledged to me that she is the duly authorized representative, and she executed said instrument for the purpose and consideration therein expressed

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this \_\_\_\_ day of \_\_\_\_\_, 2008.

\_\_\_\_\_  
Notary Public in and for the  
State of Texas  
My Commission Expires: \_\_\_\_\_

STATE OF TEXAS       §  
                                  §  
COUNTY OF \_\_\_\_\_ §

BEFORE ME, the undersigned authority, on this day personally appeared George Purefoy, known to me to be one of the persons who names are subscribed to the foregoing instrument; she acknowledged to me that she is the duly authorized representative, and she executed said instrument for the purpose and consideration therein expressed

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this \_\_\_\_ day of \_\_\_\_\_, 2008.

\_\_\_\_\_  
Notary Public in and for the  
State of Texas  
My Commission Expires: \_\_\_\_\_

**EXHIBIT “A”**  
**Bid Request**

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EXHIBIT # A



PROGRESS IN MOTION

**GENERAL INFORMATION**  
**CITY OF FRISCO, TEXAS**

COMPETITIVE SEALED PROPOSAL NO. "0808-071"

"Heritage Center Facility Event Coordinator"

~~~~~  
DOCUMENTS ARE DUE TO THE OFFICE OF THE PURCHASING MANAGER  
PRIOR TO:

**"9/23/08" @ 2:00PM**

*NO LATE PROPOSALS WILL BE ACCEPTED*

**ORIGINAL AND THREE COPIES REQUIRED**  
~~~~~

**DOCUMENTS**  
**MAY BE DELIVERED OR**  
**MAILED TO:**

CITY OF FRISCO  
TOM JOHNSTON,  
PURCHASING MANAGER  
6101 Frisco Square Blvd.  
FRISCO, TX 75034

**Deadline for Submittal of**  
**Questions**

E-Mailed to the City of Frisco  
Purchasing Manager  
"9/15/08 4:00 PM CST"

FOR ADDITIONAL INFORMATION CONCERNING THIS PROPOSAL PLEASE  
CONTACT:

Tom Johnston C.P.M.  
Purchasing Manager  
tjohnston@ci.frisco.tx.us  
972 292 5540

Jean Stellatella  
Buyer  
jstellatella@friscotexas.gov  
972 292 5541



**CITY OF FRISCO**  
**COMPETITIVE SEALED PROPOSAL NUMBER**  
**"0808-071"**

**RFP for "Heritage Center Facility Event Coordinator"**

**BIDDER MUST SUBMIT ORIGINAL PROPOSAL PLUS THREE "COPIES" TO FACILITATE EVALUATION. IF A "COPY" IS NOT SUBMITTED WITH THE ORIGINAL, YOUR PROPOSAL MAY BE CONSIDERED AS "NON-RESPONSIVE TO SPECIFICATIONS" AND MAY NOT BE CONSIDERED FOR FURTHER EVALUATION.**

The City of Frisco (the "City") is accepting Competitive Sealed PROPOSALS for **"Heritage Center Facility Event Coordinator"**

It is the policy of the City to involve small businesses and qualified minority/woman owned businesses to the greatest extent possible in the procurement of goods, equipment, services, and construction projects.

**Proposal must be received by "9/23/08" at 2:00 PM BY THE PURCHASING MANAGER'S OFFICE. NO PROPOSAL WILL BE ACCEPTED AFTER THAT DATE AND TIME. ALL PROPOSALS RECEIVED AFTER THIS DATE AND TIME WILL BE CONSIDERED UNRESPONSIVE.**

**Proposals will be publicly opened and read at the Frisco City Hall located at 6101 Frisco Square Blvd., Frisco, Texas 75034 on "9/23/08" at 2:05 PM.**

Write the competitive sealed proposal number "0808-071", name of proposals, RFP for "Heritage Center Facility Event Coordinator" and the name of your organization on the outer envelope.

Proposals are to be submitted in accordance with the attached City specifications and the "General Conditions of Bidding" attached hereto. Each bidder is required to fill in every blank; failure to do so may be used as a basis for rejection of a proposals. The City reserves the right to reject any or all proposals, to waive formalities, or to proceed otherwise when in the best interest of the City.

**SEE ATTACHED SPECIFICATIONS/PROPOSAL FORM**

The successful bidder may be required to execute a written contract.

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## GENERAL CONDITIONS OF BIDDING

1. INSTRUCTIONS: These instructions apply to all bids/proposals and become a part of the terms and conditions of any bid/proposal submitted and any agreement entered into subsequent thereto, unless exception is taken in writing by bidder when submitting bid.

### **BIDDING**

2. FORM: Bidders must submit original and three (3) copies of the sealed bid/written quote/proposal to the Purchasing Manager prior to response due date/time. Failure to submit the additional copy may result in the bid being declared unresponsive to specification and may not be further evaluated.
3. PRICING: Price(s) quoted must be held firm for a minimum of ninety (90) days from the date of bid closing. In the case of estimated requirement contract bid, the prices must remain firm for the period as specified in the bid. "Discount from list" bids are not acceptable unless specifically requested in the bid.
4. QUANTITIES: In the case of estimated requirements contract bid, quantities appearing are estimated as realistically as possible. However, the City reserves the right to increase, decrease or delete any item or items of material to be furnished while continuing to pay the price quoted on this bid regardless of quantity. The successful bidder shall have no claim against the City for anticipated profits for the quantities called for, diminished, or deleted.
5. ERROR-QUANTITY: Bids must be submitted on units of quantity specified, extended, and show total. In the event of discrepancies in extension, the unit prices shall govern.
6. F.O.B./DAMAGE: ~~Quotations shall be bid F.O.B. delivered to the designated Municipal Facility, Frisco, Texas and shall include all delivery and packaging costs. The City~~ assumes no liability for goods delivered in damaged or unacceptable condition. The successful bidder shall handle all claims with carriers, and in case of damaged goods, shall ship replacement goods immediately upon notification by the City.
7. DELIVERY PROMISE-PENALTIES: Bids MUST show the number of calendar days required to place the material in the possession of the City. Do not quote shipping dates. When delivery delay can be foreseen, the bidder shall give prior written notice to the City, who shall have the right, in its sole discretion, to extend the delivery date if reasons for delay appear acceptable. Default in promised delivery, without acceptable reasons, or failure to meet specifications, authorizes the City to purchase the goods elsewhere, and charge any increase in cost and handling to the defaulting bidder.
8. BIDDER SHALL PROVIDE: With this bid response, the bidder shall provide all documentation required. Failure to provide this information may result in rejection of bid.

9. **ALTERING/WITHDRAWAL OF BIDS:** Bids cannot be altered or amended after submission deadline. The signer of the bid, guaranteeing authenticity, must initial any interlineations alteration, or erasure made before opening time. No bid may be withdrawn after opening time without first submitting a written reason to the Purchasing Manager and obtaining the Purchasing Manager's approval.
10. **PRESENTATION OF BIDS:** No oral, telegraphic, telephonic, e-mailed, or facsimile bids will be considered at this time. All bids must be submitted in a sealed envelope.
11. **CORRESPONDENCE:** This 0808-071 must appear on ALL correspondence, inquiries, bid submittal documents, etc. pertaining to this Invitation for Bid.
12. **ADDENDA:** Any interpretations, corrections or changes to this Invitation for Bid and specifications will be made by addenda. Sole issuing authority of addenda shall be vested in the City of Frisco Purchasing Division. An attempt will be made to mail, fax, or e-mail any addenda to all who are known to have received a copy of this Invitation for Bid. Bidders shall acknowledge receipt of all addenda in the designated area on the bid document. It is the responsibility of the bidder to ensure receipt of all addenda and to include the changes in this bid document.
13. **LATE BIDS:** Bids received by the City after submission deadline shall be returned unopened and will be considered void and unacceptable. The City is not responsible for lateness of mail, carrier, etc.
14. **BID OPENINGS:** All bids submitted will be read at the City's regularly scheduled bid opening for the designated project. However the reading of a bid at bid opening should not be construed as a comment on the responsiveness of such bid or as any indication that the City accepts such bid as responsive.  
  
The City will make a determination as to the responsiveness of bids submitted based upon compliance with all applicable laws, City of Frisco Purchasing Guidelines, and project documents, including but not limited to the project specifications and contract documents. The City will notify the successful bidder upon award of the contract and according to state law; all bids received will be available for inspection at that time, unless otherwise provided by law.
15. **BID TABULATION:** Bidders desiring a copy of the bid tabulation may request it by enclosing a self-addressed stamped envelope with bid. **BID RESULTS WILL NOT BE GIVEN BY TELEPHONE.** You can also download a copy on our website, [www.friscotexas.gov](http://www.friscotexas.gov). If you have any questions, please contact the City of Frisco, Purchasing Division, at (972)292-5541.
16. **PROTESTS:** All protests regarding the bid solicitation process must be submitted in writing to the City within five (5) working days following the opening of bids. This includes all protests relating to advertising of bid notices, deadlines, bid opening, and all other related procedures under the Local Government Code, as well as any protests relating to alleged improprieties or ambiguities in the specifications.

This limitation does not include protests relating to staff recommendations as to award of this bid. Protests relating to staff recommendations may be directed to the City Manager within in five (5) days of the staff recommendation memo. Unless otherwise provided by law, all staff recommendations will be made available for public review prior to consideration by the City Council.

17. **BID AWARD:** The City reserves the right to award a separate contract to separate bidders for each item/group or to award one contract for the entire bid. Unless stipulated in the attached bid specifications, the contract will be awarded to the lowest responsible bidder or to the bidder who provides the goods or services specified herein at the best value for the City in compliance with Texas Local Government Code, Section 252.043.
18. **CHANGE ORDERS:** No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by the City.

### **PERFORMANCE**

19. **MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE BIDDERS:** A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must meet the following requirements:
  - A. Have adequate financial resources or the ability to obtain such resources as required;
  - B. Be able to comply with the required or proposed delivery schedule;
  - C. Have a satisfactory record of performance;
  - D. Have a satisfactory record of integrity and ethics; and
  - E. Be otherwise qualified and eligible, as determined by the City, to receive an award.

The City may request representation and other information sufficient to determine bidder's ability to meet these minimum standards listed above.

20. **ASSIGNMENT:** The successful bidder shall not sell, assign, transfer or convey this contract in whole or in part, without the prior written consent of the City.
21. **SPECIFICATION-SAMPLES:** Any catalog, brand name, or manufacturer's reference used is considered to be descriptive, not restrictive, and is indicative of the type and quality the City desires to purchase. Bids on brands of like nature and quality may be considered unless specifically excluded. If bidding on other than reference, bid must certify article offered is equivalent to specifications and it is subject to approval by the using department and the Purchasing Division. Samples, if required, shall be furnished free of expense to the City. **SAMPLES SHOULD NOT BE ENCLOSED WITH BID UNLESS REQUESTED.**
22. **TESTING:** An agent so designated, by the City, without expense to the City, may perform testing at the request of the City or any participating entity.
23. **PACKAGING:** Unless otherwise indicated, items will be new, unused, and in first class condition in containers suitable for damage-free shipment and storage.

24. DELIVERY: Deliveries will be acceptable only during normal working hours at the designated City Municipal Facility. The place of delivery shall be set forth in the purchase order. The terms of this agreement are "no arrival, no sale".
25. TITLE AND RISK OF LOSS: The title and risk of loss of goods shall not pass to the City until the City actually receives and takes possession of the goods at the point(s) of delivery.
26. PATENT RIGHTS: The Bidder agrees to indemnify and hold the City harmless from any claim involving patent right infringement or copyrights on goods supplied.

#### **PURCHASE ORDERS AND PAYMENT**

27. PURCHASE ORDERS: A purchase order(s) shall be generated by the City Purchasing Manager to the successful bidder. The purchase order number must appear on all itemized invoices and packing slips. The City will not be held responsible for any work orders placed and/or performed without a valid current purchase order number. Payment will be made for all services rendered and accepted by the contract administrator for which a valid invoice has been received.
28. BID SECURITY/BOND REQUIREMENTS: If required, bid security shall be submitted with bids. Any bid submitted without bid bond, or cashiers/certified check, shall be considered non-responsive and will not be considered for award. Performance and/or payment bonds, when required, shall be submitted to the City, prior to commencement of any work pursuant to the agreement provisions.
29. FUNDING: The City is a home-rule municipal corporation operated and funded on an October 1 to September 30 basis, accordingly, the City reserves the right to terminate, without liability to the City, any contract for which funding is not available.
30. TAXES: The City is exempt from Federal Manufacturer's Excise, and State sales taxes. TAX MUST NOT BE INCLUDED IN BID PRICING. Tax exemption certificates will be executed by the City and furnished upon request by the Finance Division.
31. PAYMENT TERMS: Payment terms are Net 30 unless otherwise specified by the City in this document. Prompt payment discounts may be used by the City in determining the lowest responsible bidder.
32. INVOICES: Invoices must be submitted by the successful bidder in duplicate to the City of Frisco, Finance Division, 6101 Frisco Square Blvd., Frisco, Texas 75034.

#### **CONTRACT**

33. CONTRACT PERIOD/RENEWAL OPTIONS: In the case of an annual contract bid, the contract shall be for a predetermined period as specified in the Invitation for Bids. If a clause for option to renew for additional period(s) is (are) included, renewal(s) will be based solely upon the option and written agreement between both the City and the

Contractor. Either party dissenting will terminate the contract in accordance with its initial specified term.

34. **INTERLOCAL AGREEMENT:** Successful bidder agrees to extend prices to all entities that have entered into or will enter into joint purchasing Interlocal Cooperation Agreements with the City. The City is a participating member of the Collin County Governmental Purchasing Forum (the "Forum"). As such, the City has executed Interlocal Agreements, as permitted under Section 791.025 of the Texas Government Code with certain other governmental entities in Collin County authorizing participation in a cooperative purchasing program. The successful bidder may be asked to provide products/services, based upon bid price, to any other participant in the Forum.
35. **AUDIT:** The City reserves the right to audit the records and performance of successful bidder during the term of the contract and for three (3) years thereafter.
36. **SUCCESSFUL BIDDER SHALL:** Defend, indemnify and save harmless the City and all its officers, agents and employees and all entities, their officers, agents and employees who are participating in this contract from all suits, actions or other claims of any character, name and description brought for or on account of any injuries, including death, or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, officer, director, representative, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Successful bidder shall pay any judgment with cost which may be obtained against the City and participating entities growing out of such injury or damages.
37. **TERMINATION FOR DEFAULT:** The City reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of this contract. The City reserves the right to terminate the contract immediately in the event the successful bidder fails to: (1) meet delivery schedules; or (2) otherwise performs in accordance with these specifications. Breach of contract or default authorizes the City to, among other things, award to another bidder, purchase elsewhere and charge the full increase in cost and handling to the defaulting successful bidder.
38. **ACCEPTABILITY:** All articles enumerated in the bid shall be subject to inspection by a City officer or employee designated for the purpose. If found inferior to the quality called for, or not equal in value to the specifications, deficient in workmanship or otherwise, this fact shall be certified to the Purchasing Manager who shall have the right to reject the whole or any part of the same. Work determined to be contrary to specifications must be replaced by the bidder and at its expense. All disputes concerning quality of supplies utilized in the performance of this bid will be determined solely by the City Purchasing Manager or designated representative.
39. **REMEDIES:** The successful bidder and the City agree that each party has all rights, duties, and remedies available as stated in the Uniform Commercial Code and any other available remedy, whether in law or equity.

40. VENUE: This contract will be governed and construed according to the laws of the State of Texas. This contract is performable in Collin County, Texas.
41. SILENCE OF SPECIFICATION: The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.
42. NO PROHIBITED INTEREST: The bidder acknowledges and represents they are aware of the laws and City Charter regarding conflicts of interest. The City Charter states in part that "No officer, whether elected or appointed, or any employee, whether full or part time, of the City shall have a substantial financial interest, direct or indirect, in any contract, other than employment contracts, with the City; or have a substantial financial interest, direct or indirect in the sale to the City of any land, materials, supplies or services....."
42. FORCE MAJEURE: If, by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this contract, then such party shall give notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines, or canals, or other causes not reasonable within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.
43. DISCLOSURE OF CERTAIN RELATIONSHIPS  
Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of the City of Frisco not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. Chapter 176 and the questionnaire may be found at [www.friscotexas.gov](http://www.friscotexas.gov). By submitting a response to this



request, vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code.

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## CITY OF FRISCO CONTRACTOR INSURANCE REQUIREMENTS

Contractors providing good, materials and services for the City of Frisco shall, during the term of the contract with the City or any renewal or extension thereof, provide and maintain the types and amounts of insurance set forth herein. All insurance and certificate(s) of insurance shall contain the following provisions:

1. Name the City, its officers, agents, representatives, and employees as additional insureds as to all applicable coverage with the exception of workers compensation insurance.
2. Provide for at least thirty (30) days prior written notice to the City for cancellation, non-renewal, or material change of the insurance.
3. Provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.

Insurance Company Qualification: All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service.

Certificate of insurance: A certificate of insurance evidencing the required insurance shall be submitted with the contractor's bid or response to proposal. If the contract is renewed or extended by the City a certificate of insurance shall also be provided to the City prior to the date the contract is renewed or extended.

### Type of Contract

### Type and amount of Insurance

#### Special Events

General Liability insurance for personal injury (including death) and property damage with a minimum of \$1 Million Dollars per occurrence and \$2 Million Dollars aggregate, including coverage for advertising injury and products coverage

Statutory Workers compensation insurance as required by state law

(If the contractor serves alcoholic beverages)  
Liquor Liability with a minimum of \$1 Million Dollars per Occurrence and \$2 Million Aggregate.

(If high risk or dangerous activities) Umbrella Coverage or Liability Excess Coverage of \$ 2 Million Dollars

(If automobile or limousine service is involved even if volunteers)

Automobile Liability with a minimum of \$1 Million Dollars combined single limit.

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#### Public Works and Construction

General Liability insurance for personal injury (including death) and property damage with a minimum of \$1 Million Dollars per occurrence and \$2 Million Dollars aggregate, including advertising injury, products coverage and (XCU) Explosion, collapse and underground (If high risk or dangerous activities) Umbrella Coverage or Excess Liability Coverage of \$2 Million Dollars Statutory Workers compensation insurance as required by state law

#### Professional Services

Professional Liability Insurance with a minimum of \$1 Million Dollars per occurrence and \$2 Million Dollars aggregate.

(If size or scope of project warrant)  
Umbrella Coverage or Excess Liability Coverage of \$2 Million Dollars

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## Supplemental Information

Texas Government Code Section 2252.002 Non-resident bidders. A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located.

In order to make this determination, please answer the following questions:

1. Address and phone number of your principal place of business:

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2. Name and address of principal place of business, and phone number of your company's majority owner:

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3. Name and address of principal place of business, and phone number of your company's ultimate parent company:

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### MINORITY/WOMAN-OWNED BUSINESS PARTICIPATION

It is the policy of the City of Frisco to involve small businesses and qualified minority/women-owned businesses to the greatest extent possible in the procurement of goods, equipment, services and construction projects. To assist us in our record-keeping, please list below the names of the minority or woman-owned firms you would be utilizing in this bid, and note the monetary involvement:

NAME OF FIRM	TELEPHONE #	\$ INVOLVEMENT

## AFFIDAVIT OF NO PROHIBITED INTEREST

(Supplemental Information)

(I) (WE), the undersigned declare and affirm that no person or officer in (my) (our) firm, business, corporation, or board has or will have during the term of this contract a prohibited interest as that is defined in City Charter.

(I) (WE) further understand and acknowledge that the existence of a prohibited interest at any time during the term of this contract will render the contract voidable.

Name of Contractor: \_\_\_\_\_

Title of Officer: \_\_\_\_\_

Signature of Contractor: \_\_\_\_\_

Date: \_\_\_\_\_

### ACKNOWLEDGMENT

STATE OF TEXAS \*

\*

COUNTY OF COLLIN \*

BEFORE ME, the undersigned authority, on this day personally appeared, a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of \_\_\_\_\_, for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN under my hand and seal of office this the \_\_\_\_\_ day of \_\_\_\_\_, 2008

\_\_\_\_\_  
Signature of Notary Public in and for the State of Texas

STAMP

## SUPPLEMENTAL INFORMATION

Please provide the following information for contract development.

Is your firm?

- |                        |                              |                             |
|------------------------|------------------------------|-----------------------------|
| 1. Sole Proprietorship | <input type="checkbox"/> YES | <input type="checkbox"/> NO |
| 2. Partnership         | <input type="checkbox"/> YES | <input type="checkbox"/> NO |
| 3. Corporation         | <input type="checkbox"/> YES | <input type="checkbox"/> NO |

If company is a sole proprietorship, list the owner's full legal name:

\_\_\_\_\_

If company is a partnership, list the partner's full legal name(s):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

If company is a corporation, list the full legal name as listed on the corporate charter:

\_\_\_\_\_

Is this firm a minority, or woman-owned business enterprise?

☐ NO ☐ YES If yes, specify (☐) MBE (☐) WBE

Has this firm been certified as a minority/woman-owned business enterprise by any governmental agency? ☐ NO ☐ YES

If yes, specify governmental agency: \_\_\_\_\_

Date of certification: \_\_\_\_\_

For explanation please see Terms and Conditions Item #43

## CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

### OFFICE USE ONLY

Date Received

1 Name of person doing business with local governmental entity.

2 ☐ Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 Name each employee or contractor of the local governmental entity who makes recommendations to a local government officer of the governmental entity with respect to expenditures of money AND describe the affiliation or business relationship.

4

Name each local government officer who appoints or employs local government officers of the governmental entity for which this questionnaire is filed AND describe the affiliation or business relationship.

Adopted 11/02/2005



**CONFLICT OF INTEREST QUESTIONNAIRE****For vendor or other person doing business with local governmental entity**

- 5 Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or other relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire? ☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity? ☐ Yes ☐ No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more? ☐ Yes ☐ No

D. Describe each affiliation or business relationship.

6

\_\_\_\_\_  
Signature of person doing business with the governmental entity

\_\_\_\_\_  
Date

Adopted 11/02/2005

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**BIDDER REMINDER LIST:**

**REQUESTED DOCUMENTATION INCLUDED?**

**ORIGINAL AND ONE (3) COPY INCLUDED?**

**ALL BLANKS COMPLETED ON THIS BID FORM?**

**COMPLETED COMPANY PROFILE/REFERENCES?**

**COMPLETED SIGNATURE?**

## Frisco Heritage Center Facilities Event Coordinator

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### **Background**

The Heritage Center is a joint project between the City of Frisco, Frisco Community Development Corporation, and the Heritage Association of Frisco. The Heritage Association was founded in 1998 to research, preserve and share Frisco's rich heritage in a manner that honors the past, builds a bridge between generations, and leaves a legacy for the future.

The Heritage Center which is part of the overall Frisco Junction is being developed on approximately 6 acres of city property within Frisco Square and adjacent to the BNSF Railroad near the new City Hall complex and the Senior Center.

Phase 1 funding amount of \$3.5 million was approved in the 2002 bond package which can be seen in the developing infrastructure and placement of the historic structures.

Phase II funding of \$ 2 million comes from the 2006 Bond Package which was used to construct the Museum Building and to continue the development of the Heritage Center.

The approximately 18,000 square foot, two story Heritage Center Museum is designed to display exhibits of over 100 years of historical development. The Museum is a repository for collections that represent the Frisco area. It is the new home for the Bolin Museum which has been donated to the city and the Heritage Association by the Bolin Family. Various exhibits are built and placed in the museum.

Placed around the Museum are the late 1800 Lebanon Baptist Church which can be used for weddings and church services can also be held as needed. Crozier-Covington-Sickles house, Smith-Muse house are homes that are from the late 1800s and in process to be restored to original condition.

A typical one room school house which is a joint effort between the Frisco Independent School District and the City of Frisco. The Retired Teachers Association of the Frisco Independent School District have accepted the responsibility of furnishing the school and planning of the activities that will be going on during the year.

A 1910 Steam Locomotive and Caboose have been restored by the Heritage Association. Two additional box cars are scheduled to be added.

A train depot which is the model of the original St Louis-San Francisco Railway Depot that was near the railroad tracks in Frisco has been built. It has banquet facilities and space to seat 130 – 150 people.

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A 20 foot gazebo was built by city employees and Frisco residents which can be used for a gathering place along with wedding receptions and pictures. A working refurbished 1920 windmill is part of the Heritage Center. A replica of the original Gaby's Blacksmith Shop is being built and is funded by the Heritage Association. This will be a working blacksmith shop as will the rest of the Heritage Center.

Within the Heritage Center is Babes Chicken Dinner House. Babes are a well known restaurant which has eight locations in the metroplex. They are able to seat 300 people along with catering services.

The City is looking for a facilities event coordinator to manage the rental and events held within the Heritage Center available spaces. The minimum responsibilities are listed below.

#### **Minimum Requirements**

1. Answer phone calls and inquiries regarding policies and dates.
2. Send out applications and schedule approved applications
3. Maintain calendar and schedule of events
4. Meet with prospective clients
5. Meet with approved event clients to discuss policies and set up schedule and plan for the event—including suggesting vendors and working with prospective vendors
6. Be on site to welcome and support vendors for events (caterers, florists, etc)
7. Be on site for event—provide assistance in running event
8. Remain on site for event until closing
9. Schedule cleaning and maintenance of venues and equipment

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#### **Heritage Center Rental Price List**

##### **CHURCH**

1 hour rehearsal in Church the night before ceremony

1 hour setup followed by 3 hours for ceremony in Church

Saturday:

Resident: \$800      Non-Resident: \$1000      Non-profit: \$150

\$250 deposit.

Sunday-Friday

Resident: \$500   Non-Resident: \$750   Non-profit: \$100

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\$250 deposit

DEPOT

4 hour use of the Depot for the reception, 1 hour setup

Saturday:

Resident: \$800   Non-Resident: \$1000   Non-profit: \$150

Deposit: \$250

\$100 for every hour over 4 hours

Sunday-Friday

Resident \$500   Non-Resident: \$750   Non-profit: \$100

Depot (For meetings and events)

\$800 for full day rental (8am to 5pm)

\$400 for half day rental

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Dinner events: Starting at 6pm is \$100 an hour, with 2 hour minimum

GAZABO/ SCHOOOL HOUSE

\$50/Hr Friday, Saturday, Sunday

\$25 Hr. Monday – Thursday

\$50 deposit

Homes (to be determined)

I. **Required Proposal Content**

All proposals should include the following elements:

- Complete description of the approach to be taken by Event Coordinator
- Name, address and telephone number of Event Coordinator submitting the proposal
- Detailed information on qualifications and past experience of the Event Coordinator
- Fees broken down by scope of facility; this cost should include all expenses including travel
- Names, addresses and contact information for at least 3 references, in particular references within the industry where similar services have been executed

II. **Selection Process**

Proposals will be evaluated by members of the City of Frisco staff.

**Proposal Evaluation Criteria**

Proposals will be reviewed and evaluated on the ability of individual to meet or exceed the requirements set forth in the specifications. Proposals will be evaluated on various criteria including, but not limited to the following:

1. Prior experience or knowledge of respondent concerning the particular field. The breadth and depth of the individual's experience in conducting similar work
2. Quality of past work.
3. Qualifications of the coordinator
4. The quality and clarity of the proposal, which will be considered a reflection of the coordinator's ability to communicate to the public and fellow professionals.
5. The cost-effectiveness of the proposal.
6. Ability, capacity, skill and organization of the respondent to perform the duties set forth in this RFP
7. Manner in which the consultant will work with the City of Frisco staff.
8. The quality, availability and the adaptability of the coordinator to schedule events and contractual services as required.

9. The number and scope of conditions attached to proposal.

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## CITY OF FRISCO PURCHASING DIVISION

### SIGNATURE FORM

# "0808-071"

"Heritage Center Facility Event Coordinator"

The undersigned certifies that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish any and/or all product/service upon which prices are extended at the price offered, and upon the conditions in the specifications of the Invitation for Bid.

I hereby certify that the foregoing bid has not been prepared in collusion with any other bidder or other person or persons engaged in the same line of business prior to the official opening of this bid. Further, I certify that the bidder is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination to control the price of product/service bid on, or to influence any person or persons to bid or not to bid thereon."

Name of Bidder: \_\_\_\_\_

Address of Bidder: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail address: \_\_\_\_\_

By: \_\_\_\_\_ (print name) Cash Discount Terms: \_\_\_\_\_

Title: \_\_\_\_\_ Federal ID #/SSN #: \_\_\_\_\_

Signature: \_\_\_\_\_

Acknowledgement of Addenda: #1 \_\_\_\_\_ #2 \_\_\_\_\_ #3 \_\_\_\_\_ #4 \_\_\_\_\_ #5 \_\_\_\_\_

**EXHIBIT B**  
**Proposal**

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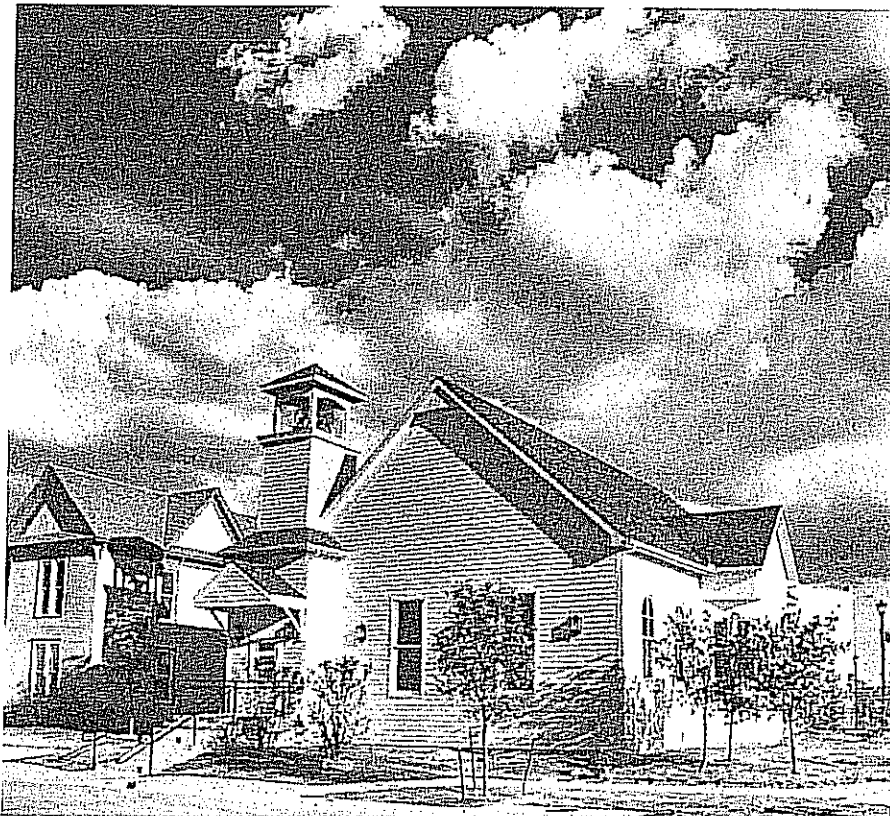
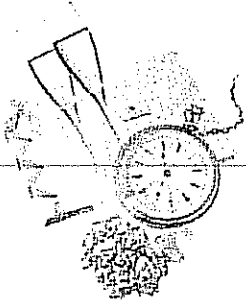


Photo by Craig Maccubbin

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*Proposal for Services*  
*Presented to:*  
*City of Frisco*  
Heritage Center Facility Event Coordinator  
"0808-071"



### *Contractor Qualifications*

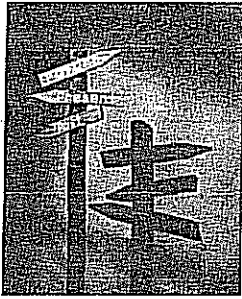
Tracie Reveal Shipman is the President and Founder of Many Voices—a company she established in 1999 as a sole proprietorship focused on providing training, coaching, and facilitation services to clients throughout the DFW area.

Tracie has always been an “event planner” if you ask her family. She was the child who set up the puppet shows at the family parties and had the audacity to charge admission to relatives. Inspired by Judy Garland and Mickey Rooney, she was writing and directing back-yard musicals in elementary school, publicizing the shows throughout the neighborhood with light post flyers and sandwich boards on the back of her dog. These natural abilities to organize, create, market, and deliver have been strengths that Tracie has honed and practiced all through her life.

As a project leader and senior trainer at EDS, and as an entrepreneur, Tracie excels as a developer and facilitator with a heavy flair for the creative and fun. Her ability to adapt quickly to constantly changing dynamics prepares her for environments where chaos is the norm and keeping clients happy is paramount. She listens—deeply, and she is a natural problem solver who can ask the questions that allow clients to systematically and thoroughly think through scenarios to reach their ideal outcomes. She helps clients uncover and discover what they really want and then she helps them make it happen.

These skills of listening, exploring, expanding, supporting, planning, creating and implementing are all transferable. From the Board Room to the Bridal Suite, working with executives to plan a leadership retreat or brides-to-be designing their dream wedding, the process is the same. Listen, listen, listen and then deliver with the client in mind.

Tracie Reveal Shipman  
Many Voices  
10141 Calvery Court, Frisco TX 75035  
469.233.3979  
tracie@manyvoices.biz



### *Past Experience*

Over the past two decades, Tracie Reveal Shipman has collaborated with clients to develop and deliver thousands of customized events in venues around the country. Following are just a few of the events Tracie has coordinated, including events from her professional career and volunteer activities:

#### **National Consumer Awareness Week**

As the Public Relations Director for the only university campus-run BBB in the country, Tracie developed, organized, and delivered a week of consumer education seminars and programming for area groups in Muncie, Indiana. The week culminated in a television appearance on WTTV, promoting the message of consumer awareness.

#### **Chevrolet Customer Assistance Center Annual Meeting**

Selected by executive her management team to serve on an ad-hoc committee to plan the organization's yearly meeting, Tracie was responsible for developing the agenda, organizing speakers, and creating/directing the program's creative kick-off event.

#### **EDS Customer Relations Training Kick-off and Implementation**

Based on her success at delivering training at the Chevrolet Customer Assistance Center, Tracie was hired to develop and deliver Customer Relations course through-out Electronic Data Systems. This course was most frequently taught "on-site," meaning that the program was taken on the road and customized for each client environment. Responsibilities included: Establishing and confirming account leadership's expectations, customizing role plays/materials for site, locating/verifying delivery location, shipping materials, working with staff on a/v needs, and delivering content. She presented this program hundreds of times all across the country, in Mexico, and the UK, which required working through complex logistics.

**EDS Leadership and Professional Development “MOTRS”**

“MOTRS” stood for “Mobile Training Sessions” and it was the service the Plano-based training team provided to clients who were located in key locations in the Southwest region—including Houston, Denver, Sacramento, and LA. Twice a year in each location, the Leadership and Professional Development organization would take the programming on the road and offer a week’s worth of classes to the employees in that particular region.

As a team leader, Tracie’s responsibilities included confirming the courses needed, setting up registration for the courses, identifying the resources needed to deliver the courses, planning the programming and scheduling, working with the on-site coordinator to set up the facilities and catering (when included), and delivering workshops.

**EDS “Leader’s Workout” Program**

Tracie was selected to help develop a new leadership program for the company. Primary role evolved from developing the marketing/communication strategy and packaging for the program’s rollout to ultimately being selected to deliver the workshops directly to the clients. These workshops were highly customized to meet each client’s organizational needs. Skills required included contracting, consulting, needs analysis, customization, and delivery. Workshops were often delivered off-site in retreat-like atmospheres, requiring additional logistical planning and coordination.

**Marsha Clark & Associates’ “Power of Self” Women’s Leadership Program**

Originally recruited and hired as a “Module Owner” for two of the program’s seven modules. In this leadership program, the participants come together for three or four days per module over the period of one year. The content of each module builds upon the previous and is supported by individual coaching. As a Module Owner, Tracie is responsible for confirming the objectives, contracting with other speakers, reviewing content, creating/editing supporting materials (workbook and presentations), ensuring classroom materials are in stock, sending out any pre-work, and delivering content during the module. Her role eventually evolved to supporting the program’s logistics as well, working with hotel staff on catering, guest reservations, and banquet facility requirements.

**City of Frisco Leadership Work Session(s)**

After Mayor Kathy Seei was first elected in 1996, she asked Tracie to help her design and develop a three-day off-site work session for the newly elected council and staff members. The focus of the work session was on "Branding Frisco" and building a shared vision of what Frisco could be in the year 2010. Tracie helped to clarify and determine the goals for the work session, developed the outline and agenda for the three days, created customized activities that began the moment the teams left the parking lot and lasted until they packed up on the final day, and facilitated the entire session. Tracie also worked closely with other staff members on logistics including hotel selection, room set-up, meal planning, and entertainment. Tracie facilitated the work sessions in 1996 and 1997 and helped plan a "self-facilitated" session for the council in 1998. As a council member, she also collaborated on the design for the 1999 and 2000 work sessions.

**Mayor's Roast Supporting the Buddy Petty Fund**

Frisco resident Buddy Petty was struck with liver cancer and needed a transplant, but didn't have insurance to cover the mounting costs of the medical bills. With the help of his neighbors and friends, multiple fund-raisers generated thousands of dollars to defray the expenses—including a black-tie dinner event roasting then Mayor, Kathy Seei. Tracie co-organized the roast, working with the hotel, sponsors, and guest speakers. She produced and directed two videos that were used during the Roast, and emcee'd the event as well.

**Frisco Association for the Arts 2005 Gala**

Lucille Ball once said, "If you want something done, ask a busy person..." Maher Maso was a fellow council member with Tracie from 2000 until 2003 and had first-hand experience of her ability "get things done." Maher was also one of those "busy people" and as the Chair of the Frisco Arts Association Board back in 2005, he needed to recruit a Gala Chair and didn't have a lot of time to find one—so he relied on someone he knew he could count on to jump in immediately and get things done. Tracie's responsibilities included working closely with the Board to establish the theme, goals, and budget for the Gala. She pulled together a volunteer team and collaborated with local businesses and arts groups to present the visually stunning and financially successful 2005 "Once Upon A Time" Arts Gala at the Frisco Embassy Suites.

**Mayor's Roast Benefitting the Frisco Miracle League**

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With the success of the first Mayor's Roast, Tracie was recruited to help organize another roast—this time honoring outgoing Mayor Mike Simpson and benefitting the Frisco Miracle League. Tracie was part of a committee and worked directly with the Embassy Suites hotel staff on logistics, set-up, and audio-visual support the night of the event.

**Summary of Qualifications**

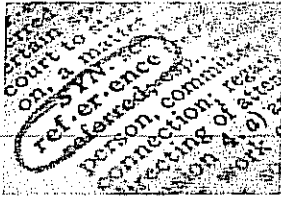
These were just the highlights of Tracie's event coordination experience and the examples of events chosen were the most relevant to the type of work that she'll most likely be called on to perform as the Event Coordinator for the Heritage Center. Having planned, coordinated, and delivered thousands of workshops, classes, and retreats over the past twenty years, Tracie's attention to detail and her ability to produce high quality "experiences" for her clients is evident.

Her experience is broad, ranging from small team meetings to large-scale fund-raisers, and her knowledge of the Frisco area, its businesses, and leaders is vast and will help create the connections needed to market the Heritage Center so that it can attain its highest and best use.

And, perhaps just as important is her commitment to this community and her desire to see the Heritage Center thrive and grow. This position isn't simply a "job" to Tracie and the City of Frisco isn't just another "client." She takes great personal pride in the city and in the Heritage Center project itself.

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*References*

**Marsha Clark (Power of Self)**

4631 Pine Valley Drive  
Frisco, Texas 75034  
(972) 625-3884  
[marsha@marshaclarkandassociates.com](mailto:marsha@marshaclarkandassociates.com)

**DeAnn Dexter (FAA Gala)**

6827 Main Street  
Frisco, Texas 75034  
(972) 668-5180  
[ddexter@friscoarts.org](mailto:ddexter@friscoarts.org)

**Charmione Marcell (Power of Self)**

4631 Pine Valley Drive  
Frisco, Texas 75034  
(972) 625-3884  
[Charmione@theindustrious.com](mailto:Charmione@theindustrious.com)

**Maher Maso (Mayor's Roast, FAA Gala)**

6101 Frisco Square Boulevard  
Frisco, Texas 75034  
(469) 556-2631  
[MMaso@friscotexas.gov](mailto:MMaso@friscotexas.gov)

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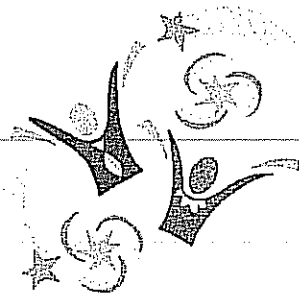
**June Taylor (Mayor's Roast)**

7661 Kings Ridge Road  
Frisco, Texas 75035  
(469) 633-8967  
[junetaylor402@yahoo.com](mailto:junetaylor402@yahoo.com)

**Kathy Seei (Frisco City Council Work Sessions)**

10740 Big Horn Trail  
Frisco, Texas 75035  
(214) 673-4430  
[kathy.seei@tx.rr.com](mailto:kathy.seei@tx.rr.com)

*more available upon request*



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### *Contractor Responsibilities and Service Levels Provided*

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As a part of the Event Coordinator services provided to the city, Contractor will:

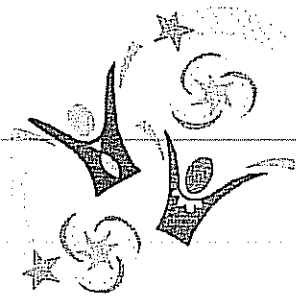
**1. Answer phone calls and inquiries regarding policies and dates**

- The contractor will use a mobile phone to handle Heritage Center calls and will enter inquiry information in a city-approved customer contact database. The contractor will absorb the expense of the mobile phone.
- The contractor will use a city-issued e-mail address to respond to inquiries and other Heritage Center related communications. The contractor will access e-mail from her home office and will absorb the cost of maintaining that office and Internet access.
- The contractor will create and use marketing materials that provide basic information to prospective clients.
- The contractor will create web page content and design for the City to use to promote the facilities.
- The contractor will schedule informational "tours" to key contacts, i.e., meeting planners associations, Frisco Chamber of Commerce, etc. to promote the facilities.

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**2. Send out applications and schedule approved applications**

- The contractor will send electronic copies to the Heritage Center Coordinator of all correspondence to clients pertaining to applications and approvals.
- The contractor will keep copies of all electronic applications stored on home office computer. She will keep hard copies of the signed documents in home office.



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*Contractor Responsibilities and Service Levels  
Provided, cont.*

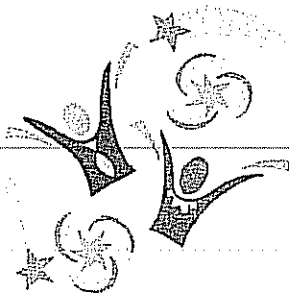
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**3. Maintain calendar and schedule of events**

- The contractor will use the city's "Class" registration and scheduling system if approved.
- The contractor will use Outlook calendar system in the event that "Class" is not accessible to outside vendor.
- Proactively work with other city-related events to maximize visibility of facilities, e.g., Merry Main Street, Christmas on the Square, etc.

**4. Meet with prospective clients**

- The contractor will work directly with clients to schedule tours.
- The contractor will book tours in advance through the scheduling system so that facility is listed as "busy."
- The contractor will gather as much information as possible prior to the tour regarding the event, such as, type of event, number of people, activities planned.
- The contractor will ensure the facilities are presentable and "staged" for the tour. "Staging" simulates as much of the appropriate atmosphere as possible to give the client the sense that their event will "work" there. For example, the contractor may set up some tables/chairs in the configuration that the client will likely use.



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*Contractor Responsibilities and Service Levels  
Provided, cont.*

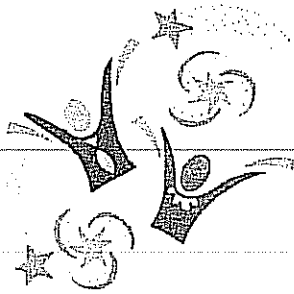
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**5. Meet with approved event clients to discuss policies and set up schedule and plan for the event—including suggesting vendors and working with prospective vendors.**

- The contractor will prepare and update a "Vendor" book with samples of materials (when appropriate) for clients to review.
- The contractor will negotiate whatever discounts possible from vendors for clients.
- The contractor will keep an electronic copy of the approved usage guidelines available for distribution to clients and prospective clients.
- The contractor will interview potential vendors for inclusion in the recommended vendors list.
- The contractor will verify accuracy and validity of catering licensing.

**6. Be on site to welcome and support vendors for events (caterers, florists, etc)**

- The contractor will work directly with the vendors to ensure they are supported onsite by a representative.
- The contractor will send vendors an electronic copy of the usage guidelines when appropriate.
- The contractor will maintain required general liability insurance through State Farm Insurance (Gene Wolfgram Agent) and absorb the cost of the policy.



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*Contractor Responsibilities and Service Levels  
Provided, cont.*

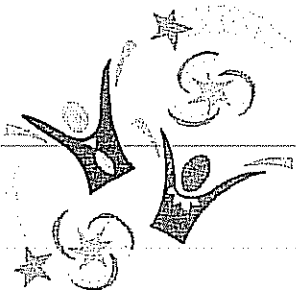
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**7. Be on site for event—provide assistance in running event**

- The contractor will maintain 100% onsite support during Weddings/Vow Renewals held in the Church. "Onsite" support is defined as remaining on the premises for the duration of the event.
- The contractor will maintain 100% onsite support during all Receptions and Dinners held in the Depot when alcohol is being served/consumed.
- For receptions, dinners and/or meetings held at the Depot where alcohol is not being served, the contractor will provide 100% onsite set-up and closing support and will provide 100% offsite support during the event.

"Offsite" support is defined as the following:

- Will provide client with mobile phone number of contractor and back-up in case of emergencies
  - Will maintain staff support for the event within a 20 minute drive to the facility
  - Will maintain a "back-up" support person "on-call" to respond to client issues within 15 minutes of call
  - Will maintain a "back-up" support person to respond to issues onsite within 20 minutes of confirmation of need
-



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*Contractor Responsibilities and Service Levels  
Provided, cont.*

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**8. Remain on site for event until closing**

- The contractor will remain on site until closing for those events listed above in item #7. In the case where the contractor is not required to remain on site for the duration of the event, the contractor will return to the event within at least 30 minutes of closing.
- The contractor will make a visual inspection of the facility to ensure clean-up and breakdown are in progress.
- Contractor will determine whether the terms of the agreement have been met regarding clean-up and breakdown.
- Should the client require additional time for their event, contractor will negotiate the terms of that extension at the time and will document the extension in writing.

**9. Schedule cleaning and maintenance of venues and equipment**

- The contractor will inspect the facilities prior to each event to ensure they are in correct working condition and will create and use a checklist to document the condition of the facilities and property.
- The contractor will work directly with the City of Frisco facilities department to schedule cleaning after events.
- The contractor will perform light cleaning and maintenance duties such as sweeping, collecting trash into bins, stacking chairs, folding and storing tables, etc.
- The contractor will document and immediately report any damage of the facility or property to the City of Frisco Heritage Center Coordinator and Facilities Manager.



### *Additional Contractor Services Provided*

In addition to the services listed in above, as required by the RFP, the Contractor offers the following services at no additional charge to support the Heritage Center.

**Marketing:** Tracie will develop and implement a marketing plan to promote the use of the Heritage Center facilities. Elements of this plan include organizing group tours/receptions, targeting area meeting planners, caterers, wedding coordinators, etc. to see the facilities; hosting area clubs in the facility such as the Frisco Garden Club, Chamber of Commerce meet and greets, Frisco Arts membership receptions, etc. to gain word-of-mouth publicity.

Another element of the plan is the creation and development of a marketing brochure and an interactive Web site that allows prospective clients to take virtual tours of the facilities. Tracie will lead the collateral development and work directly with other partners, such as the Heritage Association, the Frisco Public Library, the Convention and Visitor's Bureau, and the City's IT department to create the marketing materials.

**Non-profit or "Reduced Rate" Event Support:** The City of Frisco has graciously reduced the rental fees for area non-profit organizations so that they too can afford to use and enjoy the facilities. Tracie will partner with the City in those efforts and offer her support for those organizations and their events in the following ways:

Answer phone calls and inquiries regarding policies and dates

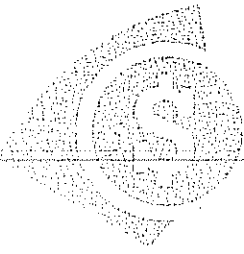
Send out applications and schedule approved applications

Maintain calendar and schedule of events

Meet with prospective clients

Meet with approved event clients to discuss policies and set up schedule and plan for the event—including suggesting vendors and working with prospective vendors

In addition to providing this same level of coordination support for non-profits, Tracie will also provide on-site coordination services *at no-cost* for two events per year.



### Contractor Rates

The Contractor will charge the following rates for supporting events at the Heritage Center:

#### **CHURCH (Wedding/Vow Renewal)**

	<b>Resident Event</b>	<b>Non-Resident Event</b>
Fri-Sat	\$400	\$500
Sun-Thu	\$300	\$400

1 hour rehearsal in Church the night before ceremony  
1 hour setup followed by 3 hours for ceremony in Church

#### **DEPOT (RECEPTION following Wedding at Church)**

	<b>Resident Event</b>	<b>Non-Resident Event</b>
Fri-Sat	\$400	\$500
Sun-Thu	\$300	\$400

4 hour use of the Depot for the reception, 1 hour setup  
\$100/hour for every hour over 4 hours (50%)

#### **DEPOT (MEETING/EVENT)**

Full Day (8am—5pm)	\$400
Half Day	\$200
Dinner Event (6pm—?)	\$100/hour 2hr min (50/50 split)

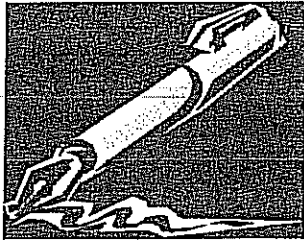
### **NON-PROFIT EVENTS**

Unless otherwise negotiated, the Contractor will charge \$50/hour for any non-profit event where support is requested by the City. The Contractor offers to support 2 (two) non-profit events per year at no cost. The Contractor and the City may decide to offer other reduced rate or complimentary events to groups on a case-by-case basis, and will be negotiated separately. The City's desire to use and offer the facilities to groups at a reduced rate does not obligate the Contractor to support those events beyond the services listed above in the section titled, "Non-profit or "Reduced Rate" Event Support."

### **OTHER EVENTS**

The City and the Contractor will also determine the appropriate split and level of service to be delivered for any clients choosing to rent the Gazebo, Schoolhouse, or Homes once they are on-line on a case-by-case basis.





### *A Personal Note to Close*

*I love Frisco. I love everything about Frisco and I am one of the city's biggest advocates. I want the Heritage Center and the Museum and Frisco Junction to be wildly successful and I consider it an honor to be associated with such an exciting project—in whatever capacity I'm included.*

*The formal process of responding to this RFP has given me the chance to reflect and take stock of all the creative, rewarding events I've been a part of during my adult life. And, I'm grateful for the opportunity to be able to give you a small glimpse of the amazing opportunities I've been given over the years.*

*I look forward to continuing this exciting adventure as a partner with the City of Frisco.*

*Tracie*

**AFFIDAVIT OF NO PROHIBITED INTEREST**  
(Supplemental Information)

(I) (WE), the undersigned declare and affirm that no person or officer in (my) (our) firm, business, corporation, or board has or will have during the term of this contract a prohibited interest as that is defined in City Charter.

(I) (WE) further understand and acknowledge that the existence of a prohibited interest at any time during the term of this contract will render the contract voidable.

Name of Contractor: Theresa Jo Reveal Shipman (Tracie)

Title of Officer: President

Signature of Contractor: [Signature]

Date: 9/23/08

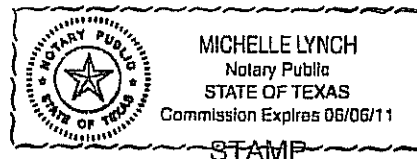
**ACKNOWLEDGMENT**

STATE OF TEXAS \*  
\*  
COUNTY OF COLLIN \*

BEFORE ME, the undersigned authority, on this day personally appeared, a sole proprietorship corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of President, for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN under my hand and seal of office this 23<sup>rd</sup> day of September 2008

[Signature]  
Signature of Notary Public in and for the State of Texas



### SUPPLEMENTAL INFORMATION

Please provide the following information for contract development.

Is your firm?

- |                        |   |  |
|------------------------|---|--|
| 1. Sole Proprietorship | <input checked="" type="checkbox"/> YES | <input type="checkbox"/> NO            |
| 2. Partnership         | <input type="checkbox"/> YES            | <input checked="" type="checkbox"/> NO |
| 3. Corporation         | <input type="checkbox"/> YES            | <input checked="" type="checkbox"/> NO |

If company is a sole proprietorship, list the owner's full legal name:  
Theresa Jo Reveal Shipman

If company is a partnership, list the partner's full legal name(s):  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If company is a corporation, list the full legal name as listed on the corporate charter:  
\_\_\_\_\_

Is this firm a minority, or woman-owned business enterprise?

☐ NO ☒ YES If yes, specify (☐) MBE (☒) WBE

Has this firm been certified as a minority/woman-owned business enterprise by any governmental agency? ☒ NO ☐ YES

If yes, specify governmental agency: \_\_\_\_\_

Date of certification: \_\_\_\_\_

" RFP # 0808-071 "  
" Heritage Center Facility Event Coordinator " EXHIBIT B

For explanation please see Terms and Conditions Item #43

<b>CONFLICT OF INTEREST QUESTIONNAIRE</b>		<b>FORM CIQ</b>
For vendor or other person doing business with local governmental entity		
<p>This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.</p> <p>By law this questionnaire must be filed with the records administrator of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.</p> <p>A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.</p>		<b>OFFICE USE ONLY</b>  Date Received
1	<p>Name of person doing business with local governmental entity.</p> <p>Theresa Jo Reveal Shipman (Tracie)</p>	
2	<p><input type="checkbox"/> Check this box if you are filing an update to a previously filed questionnaire.</p> <p>(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)</p>	
3	<p>Name each employee or contractor of the local governmental entity who makes recommendations to a local government officer of the governmental entity with respect to expenditures of money AND describe the affiliation or business relationship.</p> <p>none</p>	

KTF - 0808-011  
" Heritage Center Facility Event Coordinator 'EXHIBIT B

4	<b>Name each local government officer who appoints or employs local government officers of the governmental entity for which this questionnaire is filed AND describe the affiliation or business relationship.</b>
	<p>none</p>

Adopted 11/02/2005

FORM CIQ

Page 2

**CONFLICT OF INTEREST QUESTIONNAIRE**

For vendor or other person doing business with local governmental entity

- 5 Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)**

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or other relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire? ☐ Yes ☐ No

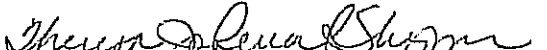
B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity? ☐ Yes ☐ No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more? ☐ Yes ☐ No

D. Describe each affiliation or business relationship.

" Heritage Center Facility Event Coordinator EXHIBIT B

6

  
Signature of person doing business with the governmental entity

9/23/08  
Date

Adopted 11/02/2005



## CITY OF FRISCO PURCHASING DIVISION

## SIGNATURE FORM

# "0808-071"

"Heritage Center Facility Event Coordinator"

The undersigned certifies that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final. Bidder further certifies and agrees to furnish any and/or all product/service upon which prices are extended at the price offered, and upon the conditions in the specifications of the Invitation for Bid.

I hereby certify that the foregoing bid has not been prepared in collusion with any other bidder or other person or persons engaged in the same line of business prior to the official opening of this bid. Further, I certify that the bidder is not now, nor has been for the past six (6) months, directly or indirectly concerned in any pool or agreement or combination to control the price of product/service bid on, or to influence any person or persons to bid or not to bid thereon."

Name of Bidder: Theresa Jo Revel Shipman (Tracie)Address of Bidder: 10141 Calvary Ct, Frisco TX 75035Telephone Number: 469.233.3979 Fax: \_\_\_\_\_E-mail address: tracie@manyvoices.bizBy: \_\_\_\_\_ (print name) Cash Discount Terms: N/ATitle: \_\_\_\_\_ Federal ID #/SSN #: 311-90-5107Signature: [Handwritten Signature]

Acknowledgement of Addenda: #1 \_\_\_\_\_ #2 \_\_\_\_\_ #3 \_\_\_\_\_ #4 \_\_\_\_\_ #5 \_\_\_\_\_





## CITY OF FRISCO PURCHASING DIVISION

## SIGNATURE FORM

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Name of Bidder: Theresa Jo Revel Shipman (Tracie)Address of Bidder: 10141 Calvary Ct, Frisco TX 75035Telephone Number: 469.233.3979 Fax: \_\_\_\_\_E-mail address: tracie@manyvoices.bizBy: Theresa Jo Revel Shipman (print name) Cash Discount Terms: N/ATitle: President, Many Voices Federal ID #SSN #: 311-70-5107Signature: [Handwritten Signature]

Acknowledgement of Addenda: #1 \_\_\_\_\_ #2 \_\_\_\_\_ #3 \_\_\_\_\_ #4 \_\_\_\_\_ #5 \_\_\_\_\_

**EXHIBIT C**  
**List of Duties**

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List of Duties

1. Answer telephone calls and inquiries regarding policies and dates.
2. Send out applications and schedule approved applications.
3. Maintain calendar and schedule off events.
4. Meet with prospective clients.
5. Meet with approved event clients to discuss policies and setup and schedule/plan for the event—including suggesting vendors and working with prospective vendors. (food, florists etc.)
6. The city shall receive 10% of any profit from professional services provided by the event coordinator directly to the client. (wedding planning, photography, singing)
7. Be on site to welcome and support vendors for events (caterers, florists etc.)
8. Be on site for event---provide assistance in running event. (amount of time to be determined)
9. Remain on site for event until closing

Events in the church (weddings) would require coordinator to remain on site for 100% of the time. The split of fees would be 50/50 with the city.

Events in the depot may not require the event coordinator to remain on site for 100% of the time. The split of the fees would be 80/20 with the city. In the case where alcohol is being served it would require for someone to be present 100% of the time.

Each of the events would be reviewed by Heritage Center Coordinator to determine the amount of time needed for Event Coordinator to be on site.

10. Schedule cleaning and maintenance of venues and equipment.